

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

City of San Diego
Attn.: City Planning & Community Investment
Dept./Facilities Financing
1010 2nd Avenue, Suite 600, MS 606F
San Diego, CA 92101

(THIS SPACE IS FOR RECORDER'S USE ONLY)

FBA/DIF FEE DEFERRAL AGREEMENT

THIS FEE DEFERRAL AGREEMENT ("Agreement") is made and entered into as of _____, 20____, by and between _____, a ("Owner/Applicant"), and the CITY OF SAN DIEGO, a California municipal corporation and charter city ("City") with reference to the following facts:

- A. Owner/Applicant is the owner of that certain real property in the City of San Diego, County of San Diego, State of California, more particularly described on Exhibit "A" attached.
- B. On _____, 20____, the _____ of the City approved _____ a proposed _____, known as _____ (the "Project").
- C. Owner/Applicant has applied for a building permit on Project No. _____ for [e.g., that portion of the Project described as] _____, Lot(s) _____, Unit(s) _____, and/or Square Feet _____ (the "Project") in the _____ community.
- D. Upon the issuance of the Building Permit, certain City Development Impact Fees, Facilities Benefit Assessments, and other fees and charges (collectively, the "Fees") are due and payable pursuant to the City's Municipal Code Sections 61.2200, et. seq. The Fees applicable to the Building Permit are more particularly described on Exhibit "A" attached.
- E. The City has determined the following: deferral of collection of fees encourages economic development vital to the City; payment of the Fees is adequately secured through this Agreement and the City's right to withhold final inspection until the Fees are paid; and deferral of the Fees for the Project would not jeopardize the public health, safety and welfare.
- F. City has the authority to defer the payment of fees and assessments.
- G. The law and the City's Charter allow the City when issuing a building permit to require the property owner to execute a contract to pay fees if such fee is not fully paid prior to the issuance of the building permit.
- H. City and Owner/Applicant desire to enter into an agreement deferring payment of the Fees until request for final inspection, on all of the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City agrees to defer collection of the Fees until the call for final inspection for the Project.
2. Owner/Applicant agrees to pay a non-refundable fee totaling \$300.00 to process the fee deferral agreement and fee deferral release.
3. Owner/Applicant, on behalf of itself and its successors and assigns, agrees to pay the Fees with a cashiers/certified check concurrent with the call for final inspection for the Project (or the applicable proportional amount of the Fees upon requesting an appointment for final inspection for a portion of the Project).
4. All other rights of the parties shall remain unchanged, as if the Fees were paid at the time of issuance of the building permit. Without limiting the generality of the foregoing: the amount of the Fees payable shall be those in effect at the time final inspection is called for as set forth on Exhibit "A".
5. This Agreement shall be recorded in the Office of the San Diego County Recorder and shall constitute a lien for the payment of the Fees binding upon, and running with, the Property. If Owner/Applicant sells all or any portion of the Property, property shall not be released of any obligations under this Agreement relating to the Property or the portion of the Property which is being acquired.
6. The burden of this Agreement shall be released from title to the Property (or an individual lot, parcel or unit with the Property) upon the payment of the Fees (or the proportionate amount of the Fees applicable to any such portion of the Property). Within a reasonable time following payment of the Fees (or the applicable proportional amount of the Fees), the City shall execute a lien release which shall be in standard form releasing the burden of this Agreement from the title to the Property (or to such portion of the Property).

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF SAN DIEGO, acting by and through its Mayor, pursuant to Ordinance No. O-19893, authorizing such execution, and by Owner/Applicant.

OWNER/APPLICANT,

The CITY OF SAN DIEGO,
a California municipal corporation

By: _____

By: _____
Facilities Financing Manager

Its: _____

Approved as to form and legality this
_____ day of _____, 20____.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.

Exhibit “A”
Property Description and List of Fees

Property Description (Legal Description)

List of Fees and Assessments

PROJECT
NUMBER

(1) FBA/(2) DIF
PAYMENT DUE

1. FBA, including all annual inflationary rate increases due, shall be as set forth in the fee schedule in effect when the Fee Deferral Agreement is executed by the City, or the fees approved by the City Council for a subsequent update of the public facilities financing plan, whichever fee is lower.
2. DIF due shall be the amount in effect when the Fee Deferral Agreement is executed by the City, plus an automatic increase effective July 1st of each year based on the one-year change (from March to March) in the Los Angeles Construction Cost Index as published monthly in the Engineering News Record.